



## REQUEST FOR QUALIFICATIONS

### CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE SMALE RIVERFRONT PARK BOAT DOCK

**DUE DATE:** Tuesday, November 22, 2016

**RFQ NUMBER:** RFQ490PRKDOCK

**ACCEPTANCE PLACE:** Patrick A. Duhaney, CPPB  
Chief Procurement Officer  
City of Cincinnati, Division of Purchasing  
805 Central Avenue, Suite 234  
Cincinnati, OH 45202

**Requests for information related to this solicitation should be directed to:**

Greg Algie, Buyer at: [greg.algie@cincinnati-oh.gov](mailto:greg.algie@cincinnati-oh.gov)

Issue Date: November 8, 2016

**NOTE:** The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at [www.cincinnati-oh.gov/vss](http://www.cincinnati-oh.gov/vss).

**REQUEST FOR QUALIFICATIONS  
FROM THE CITY OF CINCINNATI  
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE SMALE  
RIVERFRONT PARK BOAT DOCK**

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## I. REQUEST

### INTRODUCTION

The City of Cincinnati, Ohio, on behalf of its Board of Park Commissioners (hereinafter referred to as "City") is issuing this Request for Qualifications (hereinafter "RFQ") pursuant to the provisions of the Cincinnati Municipal Code (CMC), Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The City seeks Offeror(s) with demonstrated capabilities, experience, and qualifications with respect to providing Construction Management at Risk (hereinafter referred to as CMAR) Services for the Smale Riverfront Park Boat Dock (hereinafter referred to as "Project").

The Project will be procured by way of a two-part procurement process. The intention of this RFQ is to create a shortlist of one or more qualified Offerors. The Offeror or Offerors selected to be shortlisted pursuant to this solicitation will then be invited to respond to a Request for Proposals (RFP) for the final award of the Project.

### GENERAL BACKGROUND AND INFORMATION

The Cincinnati Park Board is seeking an Offeror or Offerors to provide CMAR Services for the Smale Riverfront Park Boat Dock. The Boat Dock will be located in the Ohio River at the end of Main Street and will service about thirty boats. The project includes a series of permanent pylons constructed to bedrock, floating steel platforms, docks and gangways, a head boat with toilet facilities, and utilities. To permit required start-up and testing, training and turnover, the CMAR must deliver this new Boat Dock facility Certificate of Occupancy no later than Monday, August 28, 2017.

### SCOPE OF SERVICES/SPECIFICATIONS

***The Offeror ultimately awarded the contract to provide CMAR services is expected to perform the services listed below.***

***As such, Offerors interested in this project shall submit a Statement of Qualifications demonstrating their qualifications, experience, and capabilities in delivering a project of similar or greater size and scope of the services the City is soliciting for in this RFQ:***

1. Perform constructability reviews during 90% (90% design documents available November 2016) design document review periods, consolidating and documenting all comments and transmitting these comments to the Cincinnati Park Board within a 1-week review period.
2. Perform detailed construction estimates at 90% design document review period and a construction estimate check at the 100% design document period. Divide Boat Dock construction estimate scope by trade contractor so that estimates may be replaced with bid prices following award.
3. Provide the Cincinnati Park Board a Guaranteed Maximum Price (GMP) for the cost of constructing the project.
4. Be prepared to propose Value Engineering (VE) recommendations to the Cincinnati Park Board at any time.
5. Perform overall bid package management (including assembling necessary documents,

- contacting bidders, reviewing proposals and making award recommendations to the Cincinnati Park Board).
6. Hold all trade contracts, coordinate all required insurance certificates and coordinate all required performance bonds.
  7. Conduct the pre-construction conferences with contractors.
  8. Coordinate all construction work with applicable utility companies.
  9. Responsible for performing Site Safety and management. Develop and enforce a site-specific Safety Plan, and coordinate required safety orientation meetings with new workers and visitors to the site.
  10. Coordinate and Schedule all Contractor submittal, procurement, delivery and construction activities (Level 3 detail). Provide monthly status updates to the Cincinnati Park Board.
  11. Monitoring contractor's performance and enforce all requirements of applicable codes, specifications and contract drawings.
  12. Receive, preview and validate all Contractor Submittals and Requests for Information (RFIs) prior to transmittal to the Cincinnati Park Board (and, in turn, the design team) for action.
  13. Responsible for performing Quality Control (QC) in the field and coordinating with material testing and inspection agency.
  14. Maintaining a Daily Report system that records the hours worked by personnel and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of the contractor's operation and location of work and any other pertinent information. Deliver one complete set of Daily Reports to the Cincinnati Park Board at the completion of the contract.
  15. Maintaining well-organized electronic photographic/video records. Deliver one complete set of electronic photographic/video records to the Cincinnati Park Board at the completion of the contract.
  16. Work collaboratively with the City to enforce all economic inclusion and labor compliance requirements, including, but not limited to, preparing and submitting required reports, monitoring Certified Payrolls and doing spot check labor surveys and interviews.
  17. Responsible for all proposed detours, lane closures, and staging plans, including obtaining necessary approvals and permits in advance from the applicable agencies.
  18. Maintaining the project record As-Built drawings and specifications. The As-Built must be complete, organized and maintained in a manner that permits inspection by the Cincinnati Park Board. Deliver one complete set of the As-Built drawings and specifications to the Cincinnati Park Board at the completion of the contract.
  19. Perform and coordinate on-site services, including trash removal and toilet facilities.
  20. Obtain and pay (at CMAR's sole cost and expense) for all permits required to complete construction. The Contractor shall see that all certificates, licenses, permits and the like which must be posted, are attached or affixed as required by law.
  21. Obtain and pay (at CM's sole cost and expense) all necessary temporary electric and water at no charge to the Cincinnati Park Board.

## **TERM**

The term of the resultant Agreement will be determined based on the needs of the Cincinnati Park Board and the duration of the project.

## QUALIFICATIONS

1. Experience
  - a) Offeror must have a minimum of 15 years providing CMAR services.
  - b) Offeror must have 6 references from organizations with whom the Offeror has done business within the last five years.
  - c) Offeror must have experience coordinating multiple simultaneous complex contracts on the same project.
  - d) Offeror preferably has experience collaborating with a public sector owner, A/E and contractors.
  - e) Offeror preferably has applicable CMAR work experience.
2. Demonstration of expertise in its field
  - a) Offeror preferably has provided CMAR services on projects similar or greater in terms of size and scope to the SRP Boat Dock.
  - b) Offeror preferably has experience providing building design constructability reviews prior to bidding the design.
  - c) Offeror preferably has experience providing building design value engineering after the design has been bid.
  - d) Offeror preferably has CMAR experience with construction in a river bed.
  - e) Offeror demonstrates ability to successfully control costs, deliver projects on time, and meet client objectives.
3. Personnel Qualifications
  - a) Offeror must provide names, experience, capabilities, and qualification of designated personnel, length of time in the organization and their specific CMAR experience. In addition, Offeror must designate which personnel will be associated with each listed Scope of Services.
4. Competitive Position and Future Commitment
  - a) Offeror must have appropriate personnel available from February 2017 through September 2017.
  - b) Offeror must have the capability to secure a \$4MM performance bond.
  - c) Offeror must have the capability to secure a \$4MM general liability insurance policy.
  - d) Offeror must have experience delivering final net project costs within 10% above the original bid.
  - e) Offeror must have experience delivering building projects on schedule.

## TIMETABLE

Milestones for the Process are:	Date
1. <u>Release of RFQ</u>	11/08/2016
2. <u>Deadline for written questions</u>	11/14/2016
3. <b><u>OFFERORS SUBMIT STATEMENTS OF QUALIFICATIONS</u></b>	<b>11/22/2016</b>

## QUESTIONS CONCERNING THE RFQ

All questions or requests for clarification must be submitted in writing via email no later than November 14, 2016 at 3:00pm ET to Greg Algie at: [greg.algie@cincinnati-oh.gov](mailto:greg.algie@cincinnati-oh.gov). Please reference "RFQ490PRKDOCK, Construction Manager At Risk (CMAR) Services for the Smale Riverfront Park Boat Dock" in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFQ. All communications regarding this RFQ must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

## PREVENTING UNFAIR COMPETITIVE ADVANTAGES

Fairness and transparency in the procurement process require that Offerors competing for a specific project do not derive a competitive advantage from having provided services related to the project/contract/work assignment in question. To that end, pursuant to Administrative Regulation No. 62 and the City's RFQ Manual, a firm, and each of its affiliates, hired to provide services for the preparation or implementation of a project shall be disqualified from any subsequent procurement solicitation to provide goods, works, or services resulting from or directly related to the firm's services for such preparation or implementation, unless an exception is made by the City Manager in writing.

## RFQ SUBMISSIONS (Public Records Requirements)

The Offeror shall develop a written response to this RFQ structured to comply with Section II of this RFQ.

While each Statement of Qualifications will be considered objectively, the city assumes no obligation to accept to take action on any Statement of Qualifications. The City assumes no liability for any costs incurred in preparing or submitting any Statements of Qualifications.

An original and 9 hard copies plus an electronic copy of the Statement of Qualifications must be submitted to:

Patrick A. Duhaney, CPPB  
Chief Procurement Officer  
City of Cincinnati, Division of Purchasing  
805 Central Avenue, Suite 234  
Cincinnati, OH 45202

All Statements of Qualifications must be submitted in a sealed package. The following notation should be on the sealed package:

**RFQ490PRKDOCK: Construction Manager At Risk Services for the Smale Riverfront Park Boat Dock, Due November 22, 2016, 3pm ET.**

The **deadline** for responding to this RFQ and for submitting all related materials is:

3:00pm (ET) Tuesday, November 22, 2016

**Late Statements of Qualifications will not be accepted.**

Statements of Qualifications can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time Statements of Qualifications will be considered firm and become the property of the City and will not be returned. By responding to this RFQ, Offerors waive any challenge to the City's decisions.

By submitting this Statement of Qualifications, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's Statement of Qualifications may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting Statements of Qualifications in response to and consistent with this RFQ shall submit the required or miscellaneous forms in accordance with Section IV of the RFQ.

## **SELECTION PROCESS AND AWARD CRITERIA**

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code (CMC). The City will award a contract to the successful Offeror considering the total requirements for this procurement and what is "Most Advantageous to the City" in accordance with CMC Chapter 321.

As it relates to this RFQ, which is the first part of this two-step procurement process, the City's Selection Committee will review and evaluate all properly submitted SOQs that are received on or before the deadline. Taking into consideration the evaluation factors set forth below, the Selection Committee will submit its recommendation of the Offeror or Offerors to be shortlisted to participate in the subsequent RFP issued as part of this two-step procurement process to the Chief Procurement Officer. The Chief Procurement Officer will review the Selection Committee's findings and will then submit a recommendation to the Board of Park Commissioners and the City Manager for their consideration and approval.

Evaluation Factors Include:

1. Content and completeness of Statement of Qualifications submitted.
2. Advantages and disadvantages to the Cincinnati Park Board which could result from entering into an Agreement with the Offeror based on their Statement of Qualification.
3. Demonstrated expertise.
4. Quality of past projects and demonstrating meeting project requirements, including timelines, budgets, economic inclusion goals, etc.
5. Support services available through the Offeror.

6. Offeror is a City of Cincinnati-certified M/WBE or is partnered/ subcontracting with a City-certified M/WBE.
7. Offeror's evidence of successfully controlling costs on prior comparable projects.
8. Offeror's evidence of successfully completing projects on time and meeting client expectations.
9. References.

## **EXCEPTIONS**

The Statement of Qualifications shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFQ or a statement indicating any exceptions thereto subject to negotiations.

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their Statements of Qualifications.

## **COMPETITION INTENDED**

Competition shall be generated to the maximum extent practicable, including opportunities for SBEs, WBEs, and/or MBEs through the Small Business Enterprise (SBE) Program (CMC Chapter 323) and Minority and Women Business Enterprise Programs (CMC 324) respectively.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

## **ADDITIONAL INFORMATION**

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of Statements of Qualifications.

The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov) , which includes the Cincinnati Municipal Code.

## **CONTRACTOR REGISTRATION**

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

## **CHANGES AND ADDENDA TO RFQ DOCUMENTS**

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Offerors may download all addenda and other RFQ documents from Open Data Cincinnati and should frequently return to the site to monitor for project-specific updates and addenda.



The link to Open Data Cincinnati is as follows: <https://data.cincinnati-oh.gov>. (Once there simply click on the piggybank icon and then select "Procurement Opportunities and Contract Awards")

**Equal Employment Opportunity Program:** A summary of the City's Equal Employment Opportunity Program is included in the RFQ Section III. Equal Employment Opportunity (EEO) Form (DEI147) is provided only for information purposes in the RFQ Section IV. It does not have to be signed or returned with Statements of Qualifications. The successful Offeror will be required to complete the DEI 147 at contract execution.

**Non-Discrimination Policy:** A summary of the City's Non-Discrimination Policy is included in the RFQ Section IV.

## **OFFEROR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this Statement of Qualifications and as a condition of contract award, the Offeror covenants, represents and warrants that:

- The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- The Offeror will use good faith efforts to promote opportunities for SBEs and M/WBEs to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, the Offeror will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- The Offeror will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

## **MBE and/or WBE SUBCONTRACTING GOAL**

The MBE subcontracting goal for this Project is 12%. The WBE subcontracting goal for this Project is 5%.

Offerors are not required to demonstrate how they will meet this goal in their SOQ. For this RFQ, the Offeror is expected to explain and demonstrate their experience in meeting economic inclusion goals of projects of similar or greater scope to the Project identified here in this RFQ.

The submission of a M/WBE utilization plan may be required of the Offeror(s) invited to participate in the RFP round. The following forms are included in this RFQ for reference purposes in order to familiarize the interested Offerors should they be shortlisted to participate in the subsequent RFP round.

- Form 2003M/WBE: Subcontractor M/WBE Utilization Plan
- Form 2004-1M/WBE: Statement of Intent to Self-Perform
- Form 2004M/WBE: Statement of Intent to Utilize Firms
- Part B: MBE/WBE Participation Affidavit
- Part C: MBE/WBE Participation Waiver Request (If Applicable)
- Form 2006M/WBE: Subcontractor Substitution

The aforementioned forms are included in Section IV of the RFQ.

Offeror is responsible for verifying that each M/WBE to be used on a contract is certified by the DEI as of the Statement of Qualifications due date. The M/WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified W/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

**PLEASE NOTE: ONLY AFRICAN AMERICAN OWNED MBE FIRMS MAY BE USED TO SATISFY THE MBE PARTICIPATION GOAL FOR RFQS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS.**

#### **VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY**

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any firm or person on the list. It is Offeror's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

## **II. STATEMENTS OF QUALIFICATIONS**

### **CONTENT AND FORM OF STATEMENTS OF QUALIFICATIONS**

The Statement of Qualifications must be signed by a person who has legal authority to contractually bind the Offeror.

The Statement of Qualifications shall include, but is not limited to, the following and must be presented in the following order:

1. Introduction and Executive Summary
2. Company Credentials [see "Qualifications"]
3. Staff Credentials [see "Qualifications"]
4. Experience in Field [see "Qualifications"]
5. Demonstrated Experience, Capabilities, and Resources of the Offeror in response to 21-item list of Limited Services [see "Scope of Services/Specifications"]
  - Offeror shall provide no more than 5 examples of past relevant projects
  - For the project used as examples, the Offeror shall include the original project budget and final budget, including a discussion regarding any deviation from the original budget.
6. Description of commitment to the economic inclusion programs similar to the City's. Also, include experience in meeting economic inclusion on projects of similar or greater scope to the Project identified in this RFQ.
7. Description of how Offeror will determine their fees.
8. References and contact information for prior similar projects.

### **EXCEPTIONS**

The SOQ shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFQ or a statement indicating any exceptions thereto subject to negotiations.

### **III. CONTRACT TERMS AND CONDITIONS**

The Offeror's response to this Request for Qualifications (RFQ) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFQ, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

#### **SUBCONTRACTING**

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, Statement of Qualifications, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

#### **ASSIGNMENT OF CONTRACT**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

#### **COMPLIANCE WITH LAWS AND POLICIES**

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the Statement of Qualifications due to the Contractor being non responsive.

## **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE**

This contract is subject to and Contractor shall comply with the provisions of the Minority and Women Business Enterprise (M/WBE) Program contained in Chapter 324 of the Cincinnati Municipal Code. Section 324-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of certified MBEs and WBEs. This includes the use of practices such as dividing large contracts into smaller contracts when economically feasible.

The M/WBEs must be certified under the appropriate City commodity code by the time of the Statement of Qualifications closing.

## **PLEASE NOTE: ONLY AFRICAN AMERICAN OWNED MBE FIRMS MAY BE USED TO SATISFY THE MBE PARTICIPATION GOAL.**

Information regarding the City's M/WBE program and a directory of certified firms can be found at the following website: <https://cincinnati.diversitycompliance.com>.

## **CONTRACTOR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

## **ONLINE REPORTING**

- A. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- B. The Contractor agree to take at least the following affirmative steps:
1. Including qualified MBEs and WBEs on solicitation lists.
  2. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE and WBE participation.
  3. When needs permit, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- C. The Contractor must periodically document its best efforts and affirmative steps to meet the above MBE and WBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

## **PROMPT PAY**

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

## **EVALUATION, REPORTS, INFORMATION AND AUDITS**

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

## **HOLD HARMLESS**

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

## **INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless

from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

#### **CONFLICT OF INTEREST**

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement.
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

#### **CONFIDENTIALITY**

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

## **PROPRIETARY MATERIALS**

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or propriety methodologies. The City agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

## **WARRANTY**

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFQ.

## **OWNERSHIP OF PROPERTY**

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

## **TERMINATION**

- A. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

- B. **Non-Performance/Periodic Payments.** Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily



reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. **Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

#### **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

## **CERTIFICATION AS TO NON-DEBARMENT**

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

## **WAIVER**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

## **LAW TO GOVERN**

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

## **FORUM SELECTION**

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

## **AMENDMENT**

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

## **ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

## **SEVERABILITY**

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

#### **IV. REQUIRED AND MISCELLANEOUS FORMS**

##### **REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH STATEMENT OF QUALIFICATIONS**

- ATTACHMENT 1 – Offeror Corporate and Contact Information
  - **Required with Statement of Qualifications Submission**
  
- ATTACHMENT 3 – Affidavit of Accuracy and Signature Page
  - **Required with Statement of Qualifications Submission**
  
- ATTACHMENT 4 – M/WBE Participation Commitment Forms
  - **Informational Use Only. The successful Offeror may be required to complete this form at contract execution.**
  
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DEI147)
  - **Informational Use Only. The successful Offeror may be required to complete this form at contract execution.**

## ATTACHMENT 1 TO RFQ

### OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFQ are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

**Instructions:** Provide the following information about the Offeror to this RFQ.

Date: \_\_\_\_\_  
(month, day and year)

LEGAL NAME OF  
OFFEROR \_\_\_\_\_

**Offeror's City of Cincinnati SBE/MBE/WBE Certification Status** (mark all applicable categories with an X):

(        )    City of Cincinnati SBE            (        )    City of Cincinnati MBE            (        )    City of Cincinnati WBE

(        )    City of Cincinnati ELBE            (        )    City of Cincinnati SLBE

**Offeror's Corporate Office** Business Address and Telephone Number

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**Offeror's Local Office** Business Address and Telephone Number

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**Offeror's contact person** who can respond authoritatively to any questions about this submittal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: (if different than above) \_\_\_\_\_

**Type of organization** (mark with an X):

- (     ) Corporation                      (     ) Sole Proprietor                      (     ) Limited Liability Company
- (     ) Limited Liability Partnership                      (     ) Other (Specify): \_\_\_\_\_

**1. Organization**

A. How many years has Offeror been in business performing the work as described in this RFQ?

B. How many years has Offeror been in business under its present business name?

C. Under what other or former names has Offeror operated?

D. If Offeror is a corporation, please indicate:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name(s): \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

E. If Offeror is a partnership, please indicate:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partners: \_\_\_\_\_

\_\_\_\_\_

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

G. If Offeror is a limited liability company, please indicate:

Date of organization: \_\_\_\_\_

Name(s) of managing members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. If the form of Offeror is other than those listed above, describe it and name the principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

*(Please indicate answer with an "X")*

Yes ( ) No ( )

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

**2. Judgments**

- A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes ( ) No ( )

- B. If yes, provide details on any such judgment.

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**3. Contract Compliance**

- A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes ( ) No ( )

- B. If yes, provide details on any such instance.

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- C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes ( ) No ( )

- D. If yes, provide details on any such instance.

**4. Convictions**

- A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes ( ) No ( )

- B. If yes, provide details on any such conviction.

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**5. Debarment**

- A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes ( ) No ( )

- B. If yes, provide details.

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**6. Contract Execution History**

- A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes ( ) No ( )

- B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.



## ATTACHMENT 3 TO RFQ

### AFFIDAVIT OF ACCURACY & SIGNATURE PAGE

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR QUALIFICATIONS ("RFQ").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFQ ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFQ not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFQ and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFQ; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFQ to the same extent as if set forth fully therein.

\_\_\_\_\_  
Full, Legal Name of Offeror

\_\_\_\_\_  
Name of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Title of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Signature of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by

\_\_\_\_\_.

My commission expires: \_\_\_\_\_  
Notary Public

<sup>1</sup>Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).

**MBE AND WBE PARTICIPATION  
COMMITMENT FORMS**

Name of Bidder (Proposer) \_\_\_\_\_

Address \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Contract (Project) Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

The MBE goal is 12%      The WBE goal is 5%

**THIS PACKAGE OF MBE AND WBE PARTICIPATION  
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Department of Economic Inclusion  
Two Centennial Plaza, Suite 610  
805 Central Avenue  
Cincinnati, Ohio 45202  
(513) 352-3144

**ATTACHMENT 5**  
**FORM DEI 147**

**CITY OF CINCINNATI**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**PROGRAM**

**Adopted by Ordinance Nos. 331-1999 and 235-2013.**

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.

Ordinances of the City of Cincinnati and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices relating to designated contracts with the City including contracts for construction, labor, services, materials, supplies, equipment, leases, loan and concession agreements.

Completion of this Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity (EEO) Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractor rests with the contractor or subcontractors. Such demonstration is a prerequisite for continued eligibility for bidding on City of Cincinnati contracts. Your company's failure to demonstrate sincere efforts to comply with the City's EEO Program may result in the following action(s) being taken against your company.

- 1) Refusal of all future bids or Statements of Qualifications for any contract with the city or its boards or commissions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the provisions of the program..
- 2) Cancellation of the contract. In a case in which there is substantial or a material violation of the compliance procedures herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent or seek to prevent, directly or indirectly, compliance with the policy as herein provided.

**PROCEDURE**

***You must complete Form DEI 147 prior to award of a bid/contract. You cannot receive an award without having Form DEI 147 approved by the City's Department of Economic Inclusion.***

Please complete and return pages one (1), three (3), four (4) and six (6) to:

Department of Economic Inclusion  
805 Central Avenue, Suite 610  
Two Centennial Plaza  
Cincinnati, Ohio 45202

For further information call: (513) 352-3144

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION ON FORM DEI 147 WITHIN TEN (10) DAYS OF NOTIFICATION FROM THE DEPARTMENT OF ECONOMIC INCLUSION SHALL BE GROUNDS FOR REJECTION OF YOUR BID/CONTRACT AS BEING **NON-RESPONSIVE**.

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Revised 12/1/2015

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

*During the performance of this contract, the contractor agrees as follows:*

- 1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. As used here, the phrase "shall not discriminate" applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.*
- 2. The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor shall furnish all information and reports required by the Department of Economic Inclusion pursuant to Cincinnati Municipal Code Chapter 325, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the Department of Economic Inclusion for the purpose of investigation so as to ascertain compliance with the program.*
- 4. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract, sublease, or purchase order so that such provisions will be binding upon each subcontractor, sublessee, or vendor. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City may enter into such litigation as is necessary to protect the interest of the city and to effectuate the EEO program of the city; and in the case of contracts receiving Federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.*
- 5. The contractor shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Department of Economic Inclusion. Compliance reports filed shall contain information as to employment practices, policies, programs, and statistics of the contractor.*

## POLICIES AND PRACTICES

**The bidder/contractor will indicate his/her willingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Cincinnati by encircling the applicable letters to the left of each item below. The letters are to be interpreted as follows:**

**A - This is now a practice of the Company/Organization.**

**B - The Company/Organization will adopt this policy.**

**C - The Company/Organization cannot or will not adopt this policy. (If "C" is circled state reason. Use separate sheet if additional space is needed.)**

**It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Department of Economic Inclusion. This evaluation will directly influence our decision on the qualifications of each bidder/contractor and is an integral part of your bid/contract.**

**ALL QUESTIONS MUST BE ANSWERED.**

Circle One	Items	State Reason if (C) is Circled
A B C	1. The Company/Organization will adopt a policy of non-discrimination, on the basis of race, religion, color, sex, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.	
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel.  Official's Name: _____ Title: _____	
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors	
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions, and schools, these sources will have a policy of referring applicants using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above.	

**CITY OF CINCINNATI  
DEPARTMENT OF ECONOMIC INCLUSION  
BIDDER/CONTRACTOR INFORMATION**

\_\_\_\_\_  
Name of Company/Organization ( ) Telephone Number

\_\_\_\_\_  
Address (Include Room/Suite Number, City, State and Zip Code)

\_\_\_\_\_  
Federal Tax I.D. Number or  
Social Security Number

\_\_\_\_\_  
Name of Company/Organization Contact Person

**CHECK APPROPRIATE BOX BELOW**

- |   |  |
|---|--|
| <input type="checkbox"/> Prime Contractor-Construction          | <input type="checkbox"/> Subcontractor-Construction          |
| <input type="checkbox"/> Prime Contractor-Professional Services | <input type="checkbox"/> Subcontractor-Professional Services |
| <input type="checkbox"/> Prime Contractor-Supplies/Services)    | <input type="checkbox"/> Subcontractor-Supplies/Services     |
| <input type="checkbox"/> Educational Institution                | <input type="checkbox"/> Non-Profit Organization             |
|   | <input type="checkbox"/> Other (Please List)                 |
|   | <input type="checkbox"/> _____                               |

**SEX AND RACE OF MAJORITY BUSINESS OWNER  
(MAJORITY OWNER HAS THE MOST PERCENTAGE OWNERSHIP OF COMPANY AND CONTROL)  
CHECK APPROPRIATE BOX BELOW**

- |                                 |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White            | <input type="checkbox"/> Native Amer./Alaskan   | <input type="checkbox"/> Hispanic    |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

**SEX AND RACE OF BOARD OF DIRECTORS – Non-Profit Organization**

**\*\*\*PUT THE NUMBER OF EACH IN THE APROPRIATE BOX\*\*\***

- |                                 |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White            | <input type="checkbox"/> Native Amer./Alaskan   | <input type="checkbox"/> Hispanic    |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

**INSTRUCTIONS FOR COMPLETION OF  
EMPLOYMENT DATA TABLE**

1. Enter total number of employees in column one (1) according to job categories as listed below.
2. Enter number of handicapped employees in company's total work force and enter in column two (2).
3. Break down columns three (3) through seven (7) into race/ethnic group of the males and enter totals in column eight (8).
4. Break down columns nine (9) through thirteen (13) into race/ethnic group of the females and enter totals in column fourteen (14).

**NOTE:** EMPLOYEES LISTED MUST BE FULL TIME PERMANENT EMPLOYEES ONLY. DO NOT INCLUDE SEASONAL, TEMPORARY, AGENCY, OR PART TIME EMPLOYEES. EMPLOYEE FIGURES MUST REFLECT THE COMPANY'S TOTAL WORKFORCE, NOT ONE DEPARTMENT OR DIVISION.

**DESCRIPTION OF CATEGORIES**

**Officials, managers and supervisors** – Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executive, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

**Professionals** – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

**Sales workers** – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

**Office and clerical** – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

**Craftsmen (Skilled)** – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training.

**Includes:** The building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, jobsetters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

**Operatives (Semi-Skilled)** – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Laborers (Unskilled)** – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent/judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

**Service workers** – Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

**Apprentices** – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

## EMPLOYMENT DATA

*Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.*

[illegible]